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Attorneys for Plaintiff  
IRVING GRIFFIN

\* List of Defendants and their respective counsel listed after the caption.

IN THE UNITED STATES DISTRICT COURT  
IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA

IRVING GRIFFIN,  
Plaintiff,

CASE NO. C10-01867 MEJ  
Civil Rights

v.

**CONSENT DECREE AND  
~~PROPOSED~~ ORDER AS TO  
INJUNCTIVE RELIEF ONLY**

WILLOW PASS ONE, LLC; JLD-WP,  
LLC; CALIFORNIA CHECK  
CASHING, LLC; CALIFORNIA  
CHECK CASHING, INC.; CSC  
PARKING MAINTENANCE  
ASSOCIATION; and DOES 1-10,  
Inclusive,

Defendants.

\_\_\_\_\_  
/

DAVID ANDERSON, ESQ. (SBN 167862)  
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Attorneys for Defendant  
WILLOW PASS ONE, LLC

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Attorneys for Defendants  
JLD-WP, LLC; CALIFORNIA CHECK  
CASHING, LLC; CALIFORNIA  
CHECK CASHING, INC.

JOHN D. BENGTON, ESQ. (SBN 110200)  
319 Barrow Ct.  
Walnut Creek, CA 94598  
Telephone: 925/933-0595

Attorney for Defendant  
CSC PARKING MAINTENANCE  
ASSOCIATION

1. Plaintiff IRVING GRIFFIN filed a Complaint in this action on April 30, 2010, to obtain recovery of damages for his alleged discriminatory experiences, alleged denial of access, and alleged denial of his civil rights, and to enforce provisions of the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12101 *et seq.*, and California civil rights laws against Defendants WILLOW PASS ONE, LLC; JLD-WP, LLC; CALIFORNIA CHECK CASHING, LLC; CALIFORNIA CHECK CASHING, INC.; and CSC PARKING MAINTENANCE ASSOCIATION (together sometimes "Defendants"), relating to the condition of Defendants' public accommodations as of December 4, 2008, and allegedly continuing. Plaintiff has alleged that Defendants violated Title III of the ADA and sections 51, 52, 54, 54.1, 54.3 and 55 of the California Civil Code, and sections 19955 *et seq.* of the California Health & Safety Code by failing to provide full and equal access to their facilities at 1855 Willow Pass Road, Concord, California. Defendants have filed Answers denying liability and asserted Affirmative Defenses.

2. Plaintiff and Defendants (together sometimes the “Parties”) hereby enter into this Consent Decree and Order for the purpose of resolving injunctive relief aspects of this lawsuit without the need for protracted litigation. Issues of damages and attorney fees, costs and expenses will be the subject of negotiations and litigation if necessary. Defendants' sole purpose in entering into this Consent Decree is to help resolve this action without protracted litigation and expense. Defendants deny any violations, fault, or liability, including liability for any claimed fees or expenses. The reference or lack of reference in this Consent Decree to any claims in the report of Plaintiff's consultant shall not constitute evidence of the validity or invalidity of such claims. The Parties agree that the liability for all claims alleged in the Complaint is denied by Defendants.

### **JURISDICTION:**

3. The Parties to this Consent Decree and Order agree that the Court has jurisdiction of this matter pursuant to 28 U.S.C. section 1331 for alleged violations of the Americans with Disabilities Act of 1990, 42 U.S.C. sections 12101 *et seq.* and pursuant to supplemental jurisdiction for alleged violations of California Health & Safety Code sections 19955 *et seq.*; Title 24, California Code of Regulations; and California Civil Code sections 51, 52, 54, 54.1, 54.3, and 55.

4. In order to avoid the costs, expense, and uncertainty of protracted litigation, the Parties to this Consent Decree and Order agree to entry of this Consent Decree and Order to resolve all claims regarding injunctive relief raised or which could have been raised in the Complaint filed with this Court. Accordingly, the Parties agree to the entry of this Order without trial or adjudication of any issues of fact or law concerning Plaintiff's claims for injunctive relief.

WHEREFORE, the Parties to this Consent Decree hereby agree and

1 stipulate to the Court's entry of this Consent Decree and Order, which provides as  
 2 follows:

3  
 4 **SETTLEMENT OF INJUNCTIVE RELIEF:**

5         5. This Order shall be a full, complete, and final disposition and  
 6 settlement of Plaintiff's claims against Defendants for injunctive relief that have  
 7 arisen out of the subject Complaint.

8         6. The Parties agree and stipulate that the required work will be  
 9 performed in compliance with the standards and specifications for disabled  
 10 access as set forth in the California Code of Regulations, Title 24-2, and  
 11 Americans with Disabilities Act Accessibility Guidelines ("ADAAG"), unless  
 12 other standards are specifically agreed to in this Consent Decree and Order. In  
 13 any instance(s) where Title 24-2 and ADAAG conflict, the Parties agree that the  
 14 more strict regulation (i.e. that providing more access) shall apply.

15                 a) **Required Work:** The required work agreed upon by the  
 16 Parties includes the following recommendations described in Plaintiff's access  
 17 consultant Karl J. Danz's report, titled "Draft Site Accessibility Survey of July  
 18 28<sup>th</sup>, 2010, attached hereto as **Attachment A**:

19                 Item Nos. 1.001 through 1.021;

20                 Item Nos. 2.001 through 2.006; and

21                 Item Nos. 2.011 through 2.012

22         Defendants JLD-WP, LLC; CALIFORNIA CHECK CASHING, LLC;  
 23 CALIFORNIA CHECK CASHING, INC. agree to undertake and complete the  
 24 required work identified in Item No. 1.002 in **Attachment A**. Defendant CSC  
 25 PARKING MAINTENANCE ASSOCIATION agrees to undertake and complete  
 26 the required work identified in Item Nos. 1.001, 1.003 through 1.021, 2.001  
 27 through 2.006, and 2.011 through 2.012 in **Attachment A**.

28         Regarding Item Nos. 2.011 through 2.012, the vertical changes in elevation

1 and slope issues shall be resolved for the areas identified in Item Nos. 2.011 and  
 2 2.012 (i.e. level the asphalt-to-sidewalk transition depicted in **Attachment A**  
 3 photos DSC\_0404.jpg to DSC\_0407.jpg and remedy cross slopes in the  
 4 accessible parking stall and unloading zone) or the cross slope issues in the  
 5 accessible parking stall and unloading zone be remedied and an alternative  
 6 compliant path of travel be provided from the accessible parking space (which  
 7 may include moving the accessible parking space to another location).

8           **b) Timing of Required Work:** Defendants will submit plans  
 9 for all required work to the appropriate governmental agencies within 60 days of  
 10 the entry of this Consent Decree by the Court. Defendants will commence work  
 11 within 30 days of receiving approval from the appropriate agencies. Defendants  
 12 will complete all required work within 90 days of commencement of work. In  
 13 the event that unforeseen difficulties prevent Defendants from completing any of  
 14 the agreed-upon required work, Defendants or their counsel will notify Plaintiff's  
 15 counsel in writing within 15 days of discovering the delay. Defendants or their  
 16 counsel will notify Plaintiff's counsel when the required work is completed, and  
 17 in any case will provide a status report no later than 120 days from the entry of  
 18 this Consent Decree.

19           **c)** Defendants will notify Plaintiff in writing at the end of 120  
 20 days from the Parties' signing of this Consent Decree and Order as to the current  
 21 status of agreed-to required work, and every 90 days thereafter until all access is  
 22 provided.

23           **d) Defendant CSC PARKING MAINTENANCE**  
 24 ASSOCIATION will make reasonable good faith efforts to obtain permits and  
 25 authorizations that may be required under local law, ordinance, or other  
 26 applicable law in order to accomplish the modifications required under this  
 27 Order. If a city or other applicable state or local authority does not provide the  
 28 permits or authorizations in a timely manner, and such delay impacts Defendant

1 CSC PARKING MAINTENANCE ASSOCIATION's ability to make any of the  
 2 modifications set forth in the Order within any of the time periods set forth  
 3 herein, the applicable time period(s) for Defendant CSC PARKING  
 4 MAINTENANCE ASSOCIATION to make the modification(s) at issue shall be  
 5 automatically extended by the period of the delay.

6 7. Plaintiff, for himself and his heirs successors and anyone else who  
 7 may purport to have an interest by and through Plaintiff, further agree that no  
 8 claim will be made in the future for equitable relief or remedial measures to be  
 9 undertaken as a result of any alleged discrimination and/or other wrongful  
 10 conduct by Defendants related to the allegations in Plaintiff's Complaint in this  
 11 case, and release each of the Released Parties from any such equitable relief  
 12 claims arising out of Plaintiff's visit to the Park and Shop Shopping Center and  
 13 California Check Cashing Store from the beginning of time to the date that this  
 14 agreement is executed by Plaintiff.

15  
 16 **DAMAGES, ATTORNEY FEES, LITIGATION EXPENSES AND COSTS:**

17 8. The Parties have not reached any agreement regarding Plaintiff's  
 18 claims for damages, attorneys fees, litigation expenses and costs, which claims  
 19 are expressly denied by Defendants. These matters will be the subject of future  
 20 negotiation or litigation as necessary. The Parties jointly stipulate and request  
 21 that the Court not dismiss the case as these issues remain unresolved.

22  
 23 **ENTIRE CONSENT DECREE AND ORDER:**

24 9. This Consent Decree and Order constitute the entire agreement  
 25 between the signing Parties on the matters of injunctive relief, and no other  
 26 statement, promise or agreement, either written or oral, made by any of the  
 27 Parties or agents of any of the Parties that is not contained in this written Consent  
 28 Decree and Order shall be enforceable regarding the matters of injunctive relief

described herein. This Consent Decree and Order applies to Plaintiff's claims for injunctive relief only and does not resolve the Parties' claims for damages, attorney fees, litigation expenses and costs, which shall be the subject of further negotiation and/or litigation. The Parties stipulate that all Parties request that the Court not dismiss the case, as issues of statutory damages, attorney fees, litigation expenses, and costs are still before the Court.

10. This Consent Decree is executed without reliance upon representation by either the Parties or any of their representatives.

**CONSENT DECREE AND ORDER BINDING ON PARTIES AND SUCCESSORS IN INTEREST:**

11. This Consent Decree and Order shall be binding on Plaintiff, Defendants, and any successors in interest. Defendants have a duty to so notify all such successors in interest of the existence and terms of this Consent Decree and Order during the period of the Court's jurisdiction of this Consent Decree and Order.

**MUTUAL RELEASE AND WAIVER OF CIVIL CODE SECTION 1542 AS TO INJUNCTIVE RELIEF ONLY:**

12. Each of the Parties to this Consent Decree and Order understands and agrees that there is a risk and possibility that, subsequent to the execution of this Consent Decree and Order, any or all of them will incur, suffer or experience some further loss or damage with respect to the lawsuit that is unknown or unanticipated at the time this Consent Decree and Order is signed. Except for all obligations required in this Consent Decree and Order, the Parties intend that this Consent Decree and Order apply to all such further loss with respect to the lawsuit, except those caused by the Parties subsequent to the execution of this Consent Decree and Order. Therefore, except for all obligations required in this



1 Consent Decree and Order, this Consent Decree and Order shall apply to and  
 2 cover any and all claims, demands, actions and causes of action by the Parties to  
 3 this Consent Decree with respect to the lawsuit, whether the same are known,  
 4 unknown or hereafter discovered or ascertained, and the provisions of Section  
 5 1542 of the California Civil Code are hereby expressly waived. Section 1542  
 6 provides as follows:

7 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**  
 8 **WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT**  
 9 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**  
 10 **EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM**  
 11 **OR HER MUST HAVE MATERIALLY AFFECTED HIS**  
 12 **SETTLEMENT WITH THE DEBTOR.**

13 This waiver applies to the injunctive relief aspects of this action only and does  
 14 not include resolution of the Parties' claims for damages, attorney fees, litigation  
 15 expenses and costs.

16 13. Except for all obligations required in this Consent Decree and Order  
 17 – and exclusive of the referenced continuing claims for damages, statutory  
 18 attorney fees, litigation expenses and costs – each of the Parties to this Consent  
 19 Decree and Order, on behalf of each, their respective agents, representatives,  
 20 predecessors, successors, heirs, partners and assigns, releases and forever  
 21 discharges each other Party and all officers, directors, shareholders, subsidiaries,  
 22 joint venturers, stockholders, partners, parent companies, employees, agents,  
 23 attorneys, insurance carriers, heirs, predecessors, and representatives of each  
 24 other Party, from all claims, demands, actions, and causes of action of whatever  
 25 kind or nature, presently known or unknown, arising out of or in any way  
 26 connected with the lawsuit.

## 27 **TERM OF THE CONSENT DECREE AND ORDER:**

28 14. This Consent Decree and Order shall be in full force and effect for a  
 period of twelve (12) months after the date of entry of this Consent Decree and



1 Order by the Court, or until the injunctive relief contemplated by this Order is  
2 completed, whichever occurs later. The Court shall retain jurisdiction of this  
3 action to enforce provisions of this Consent Decree and Order for twelve (12)  
4 months after the date of entry of this Consent Decree and Order by the Court, or  
5 until the required work contemplated by this Order is completed, whichever  
6 occurs later.

7  
8 **SEVERABILITY:**

9 15. If any term of this Consent Decree and Order is determined by any  
10 court to be unenforceable, the other terms of this Consent Decree and Order shall  
11 nonetheless remain in full force and effect.

12  
13 **SIGNATORIES BIND PARTIES:**

14 16. Signatories on the behalf of the Parties represent that they are  
15 authorized to bind the Parties to this Consent Decree and Order. This Consent  
16 Decree and Order may be signed in counterparts and a facsimile signature shall  
17 have the same force and effect as an original signature.

18  
19 **MISCELLANEOUS:**

20 17. Plaintiff agrees to execute any and all documents necessary to carry  
21 out the terms and provisions of this Consent Decree.

22 18. Plaintiff has carefully read each and every term of this Consent  
23 Decree and has received advice of counsel as to the nature and extent of each of  
24 the terms and provisions hereof.

25  
26 **END OF PAGE.**

27 **SIGNATURES CONTINUE ON THE NEXT PAGE**  
28 **AND ORDER IS AT THE END OF THE DOCUMENT.**

1 Dated: 2/18/, 2011

PLAINTIFF IRVING GRIFFIN

2  
3 Irving Griffin  
4 IRVING GRIFFIN  
5

6 Dated: \_\_\_\_\_, 2011

DEFENDANT WILLOW PASS ONE, LLC

7  
8  
9 By: \_\_\_\_\_

10 Print name: \_\_\_\_\_

11 Title: \_\_\_\_\_  
12

13  
14 Dated: \_\_\_\_\_, 2011

DEFENDANT JLD-WP, LLC

15  
16  
17 By: \_\_\_\_\_

18 Print name: \_\_\_\_\_

19 Title: \_\_\_\_\_  
20

21 Dated: \_\_\_\_\_, 2011

DEFENDANT CALIFORNIA CHECK  
CASHING, LLC

22  
23  
24 By: \_\_\_\_\_

25 Print name: \_\_\_\_\_

26 Title: \_\_\_\_\_  
27  
28

1 Dated: \_\_\_\_\_, 2011

PLAINTIFF IRVING GRIFFIN

2

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IRVING GRIFFIN \_\_\_\_\_

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7 Dated: 2/21, 2011

DEFENDANT WILLOW PASS ONE, LLC

8

9

By: [Signature] for Willow Pass One, LLC

10

Print name: Willow Pass One, LLC

11

Title: Manager

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14

Dated: \_\_\_\_\_, 2011

DEFENDANT JLD-WP, LLC

15

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By: \_\_\_\_\_

18

Print name: \_\_\_\_\_

19

Title: \_\_\_\_\_

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Dated: \_\_\_\_\_, 2011

DEFENDANT CALIFORNIA CHECK  
CASHING, LLC

22

23

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By: \_\_\_\_\_

26

Print name: \_\_\_\_\_

27

Title: \_\_\_\_\_

28

1 Dated: \_\_\_\_\_, 2011

PLAINTIFF IRVING GRIFFIN

2  
3  
4 IRVING GRIFFIN

5  
6 Dated: \_\_\_\_\_, 2011

DEFENDANT WILLOW PASS ONE, LLC

7  
8 By: \_\_\_\_\_

9 Print name: \_\_\_\_\_

10 Title: \_\_\_\_\_

11  
12  
13 Dated: 2/10, 2011

DEFENDANT JLD-WP, LLC

14  
15 By: Jonathan Eager

16 Print name: Jonathan Eager

17 Title: Managing Member

18  
19  
20 Dated: \_\_\_\_\_, 2011

DEFENDANT CALIFORNIA CHECK  
CASHING, LLC

21  
22 By: \_\_\_\_\_

23 Print name: \_\_\_\_\_

24 Title: \_\_\_\_\_

25  
26  
27  
28

PAUL L. REYN  
2001 WASHINGTON, ARLING  
HALL, VA 22003-3503  
(811) 831-6001

CONSENT DECREE AND (PROPOSED) ORDER  
AS TO INJUNCTIVE RELIEF ONLY  
CASE NO. C10-01867 MEJ

-10-  
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1 Dated: \_\_\_\_\_, 2011

PLAINTIFF IRVING GRIFFIN

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IRVING GRIFFIN \_\_\_\_\_

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Dated: \_\_\_\_\_, 2011

DEFENDANT WILLOW PASS ONE, LLC

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By: \_\_\_\_\_

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Print name: \_\_\_\_\_

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Title: \_\_\_\_\_

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Dated: \_\_\_\_\_, 2011

DEFENDANT JLD-WP, LLC

15

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By: \_\_\_\_\_

18

Print name: \_\_\_\_\_

19

Title: \_\_\_\_\_

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21

Dated: Feb. 10, 2011

DEFENDANT CALIFORNIA CHECK  
CASHING, LLC

22

23

24

By: 

25

Print name: Richard Lake

26

Title: CEO

27

1 Dated: 2/17, 2011

DEFENDANT CSC PARKING  
MAINTENANCE ASSOCIATION

2  
3 By: Vimal Kumar

4 Print name: 2/17/2011 Vimal Kumar

5 Title: Secretary / Treasurer  
6

7 APPROVED AS TO FORM:  
8

9 Dated: \_\_\_\_\_, 2011

LAW OFFICES OF PAUL L. REIN

11  
12 By: CATHERINE M. CABALO, ESQ.  
13 Attorneys for Plaintiff  
IRVING GRIFFIN

14  
15 Dated: \_\_\_\_\_, 2011

BERGQUIST, WOOD & ANDERSON, LLP

17  
18  
19 By: DAVID ANDERSON, ESQ.  
20 Attorney for Defendant  
WILLOW PASS ONE, LLC

21 Dated: \_\_\_\_\_, 2011

LELAND, PARACHINI, STEINBERG,  
MATZGER & MELNICK, LLP

23  
24  
25 By: STEVEN H. BOVARNICK, ESQ.  
26 Attorney for Defendants  
JLD-WP, LLC; CALIFORNIA CHECK  
27 CASHING, LLC; and CALIFORNIA CHECK  
28 CASHING, INC.

1 Dated: \_\_\_\_\_, 2011

DEFENDANT CSC PARKING  
MAINTENANCE ASSOCIATION

2  
3 By: \_\_\_\_\_

4 Print name: \_\_\_\_\_

5 Title: \_\_\_\_\_  
6

7 APPROVED AS TO FORM:  
8

9 Dated: February 18, 2011

LAW OFFICES OF PAUL L. REIN

10  
11 

12 By: CATHERINE M. CABALO, ESQ.  
13 Attorneys for Plaintiff  
IRVING GRIFFIN

14  
15 Dated: \_\_\_\_\_, 2011

BERGQUIST, WOOD & ANDERSON, LLP

16  
17  
18 By: DAVID ANDERSON, ESQ.  
19 Attorney for Defendant  
20 WILLOW PASS ONE, LLC

21 Dated: \_\_\_\_\_, 2011

LELAND, PARACHINI, STEINBERG,  
MATZGER & MELNICK, LLP

22  
23  
24 By: STEVEN H. BOVARNICK, ESQ.  
25 Attorney for Defendants  
26 JLD-WP, LLC; CALIFORNIA CHECK  
27 CASHING, LLC; and CALIFORNIA CHECK  
28 CASHING, INC.



1 Dated: \_\_\_\_\_, 2011

DEFENDANT CSC PARKING  
MAINTENANCE ASSOCIATION

2  
3 By: \_\_\_\_\_

4 Print name: \_\_\_\_\_

5 Title: \_\_\_\_\_  
6

7 APPROVED AS TO FORM:  
8


9 Dated: \_\_\_\_\_, 2011

LAW OFFICES OF PAUL L. REIN

10  
11  
12 By: CATHERINE M. CABALO, ESQ.  
13 Attorneys for Plaintiff  
IRVING GRIFFIN

14  
15 Dated: 2/23, 2011

BERGQUIST, WOOD & ANDERSON, LLP

16  
17  
18   
19 By: DAVID ANDERSON, ESQ.  
20 Attorney for Defendant  
WILLOW PASS ONE, LLC

21 Dated: \_\_\_\_\_, 2011

LELAND, PARACHINI, STEINBERG,  
MATZGER & MELNICK, LLP

22  
23  
24 By: STEVEN H. BOVARNICK, ESQ.  
25 Attorney for Defendants  
26 JLD-WP, LLC; CALIFORNIA CHECK  
27 CASHING, LLC; and CALIFORNIA CHECK  
28 CASHING, INC.

1 Dated: \_\_\_\_\_, 2011 DEFENDANT CSC PARKING  
2 MAINTENANCE ASSOCIATION  
3

4 By: \_\_\_\_\_

5 Print name: \_\_\_\_\_

6 Title: \_\_\_\_\_

7 APPROVED AS TO FORM:  
8

9 Dated: \_\_\_\_\_, 2011 LAW OFFICES OF PAUL L. REIN  
10

11  
12 By: CATHERINE M. CABALO, ESQ.  
13 Attorneys for Plaintiff  
14 IRVING GRIFFIN

15 Dated: \_\_\_\_\_, 2011 BERGQUIST, WOOD & ANDERSON, LLP  
16

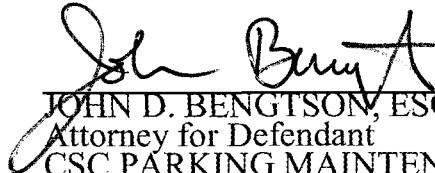
17  
18 By: DAVID ANDERSON, ESQ.  
19 Attorney for Defendant  
20 WILLOW PASS ONE, LLC

21 Dated: 2/10, 2011

22 LELAND, PARACCHINI-STEINBERG,  
23 MATZGER & MELNICK, LLP

24  
25 By: STEVEN H. BOVARNICK, ESQ.  
26 Attorney for Defendants  
27 JLD-WP, LLC; CALIFORNIA CHECK  
28 CASHING, LLC; and CALIFORNIA CHECK  
CASHING, INC.

1 Dated: 2/9, 2011

2  
3   
4 JOHN D. BENGTON, ESQ.  
5 Attorney for Defendant  
6 CSC PARKING MAINTENANCE  
7 ASSOCIATION  
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**ORDER**

Pursuant to stipulation, and for good cause shown, IT IS SO ORDERED.

Dated: March 8, 2011

  
\_\_\_\_\_  
Honorable MARIA-ELENA JAMES  
United States Chief Magistrate Judge